

**MASTER COLLECTIVE BARGAINING AGREEMENT\**  
**BY AND BETWEEN**  
**NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION**  
**AND**  
**MIDWEST AIR TRAFFIC CONTROL SERVICE, INC.**  
**February 4, 2008**

## **ARTICLE 1 PARTIES TO THE AGREEMENT**

**Section 1.** This Master Collective Bargaining Agreement ("Agreement") is made by and between the National Air Traffic Controllers Association (hereinafter "NATCA" or "the Union") and Midwest Air Traffic Control Service, Inc. (hereinafter "Midwest" or "the Company" or "the Employer"). The Union and the Employer are herein referred to collectively as "the Parties."

**Section 2.** Neither the Company nor any of its agents shall interfere with, restrain, coerce or intimidate its employees because of membership or non-membership in the Union. Neither the Union, nor any of its agents shall interfere with, restrain, intimidate or coerce any employee who does not wish to belong to the Union. It is agreed that there shall be no discrimination by the Company or the Union against any employee or applicant for employment who is a bargaining unit member on the basis of race or color, religion or creed, sex or sexual orientation, national origin or ancestry, age, handicap or disability, past, present or future membership in the uniformed services, citizenship status or intending citizenship status, or Union membership or activity.

## **ARTICLE 2 UNION RECOGNITION AND REPRESENTATION**

**Section 1.** The Employer hereby recognizes the Union as the exclusive bargaining representative of air traffic control specialists employed at the air traffic control towers listed in Appendix 1 to this Agreement, pursuant to Section 9(a) of the National Labor Relations Act and certification of the Union as the exclusive bargaining agent of bargaining unit employees employed at the Employer's facilities listed on Appendix 1 are attached as Appendix 2 to this Agreement.

**Section 2.** If the bargaining units described in Section 1 of this Article are amended to include other employees, those employees shall be covered by this Agreement.

**Section 3.** The Employer and Union agree that with respect to each of the Employer's other facilities where NATCA is or becomes the exclusive bargaining representative, the terms and conditions of this Agreement shall become applicable to the bargaining unit employees, excluding Facility Managers and other management employees employed at such facility within a time frame as agreed to by the Parties and Appendix 1 shall be amended accordingly and the use of the term facility or facilities in this Agreement means only one (1) or more of the facilities listed on Appendix 1 to this Agreement.

**Section 4.** The Union shall designate one (1) Union representative to serve in a representational capacity at each facility where NATCA is the exclusive bargaining agent of the employees. This designation shall be in writing to the Vice President, Aviation Services. The Vice President, Aviation Services shall be notified within ten days of any changes.

**Section 5.** During meetings between the Facility Manager or designee and the Facility Representative or designee, when feasible, the Union will be afforded the ability to include an additional representative, provided it is at no cost to the Employer, and the Facility Manager or designee may include an additional Employer representative.

**Section 6.** The Employer's Vice President, Aviation Services or President agrees to meet/deal with the officers of the Union at the national level and/or designee. The Union will designate its representatives at the national level for purposes of this Article 2 Section 6 within thirty (30) days of ratification and of any change within thirty (30) days of the change.

**Section 7.** If requested by either Party at the national and/or corporate level, the Parties agree to meet in the spirit of cooperation at a mutually agreeable time and place.

**Section 8.** At any work-related meeting called by the Facility Manager or designee, Union participants shall be in a duty status unless otherwise stated in this Agreement.

**Section 9.** Upon advance notification to the Employer's Vice President Aviation Services or President, a national Union official shall be permitted to visit the Employer's air traffic control towers where NATCA is the exclusive representative to perform representational duties provided such visitation does not interfere with operations or security mandates.

**Section 10.** The Facility Representative and/or designee may be granted annual leave, leave without pay (LWOP), or any combination thereof, at their option, to attend Union activities.

**Section 11.** The Facility Representative or designee shall be allowed up to 30 minutes for orientation of new bargaining unit employees to explain the role and responsibilities of the Union.

**Section 12.** When feasible and at no cost to the Employer each Facility Representative may, on request, be granted time off without pay to perform representational duties.

**Section 13.** The Employer recognizes the right of a duly recognized Union representative to express the views of the Union, provided those views are identified as Union views.

### **ARTICLE 3 RIGHTS OF UNION OFFICIALS**

**Section 1.** An employee who is elected or appointed to serve as a national or regional official representative of the Union shall be granted, upon request, leave without pay (LWOP) concurrent with elected terms of office or appointment. Each request by an employee for such LWOP shall be for a specified period and shall be certified by the national office of the Union. The Union at the national level will give a minimum of 30 days notice to the Employer to the Vice President, Aviation Services unless otherwise agreed.

**Section 2.** Upon completion of a period of LWOP granted under Section 1 of this Article, the Union official shall be returned to duty at the facility to which the employee was assigned prior to assuming LWOP status if a bargaining unit position is available, consistent with seniority. If the employee is unable to return to that facility, the Parties at the national and corporate levels will meet to determine an appropriate return-to-duty location, at any of the Employer's air traffic control towers where NATCA is the exclusive representative, if a bargaining unit position is available.

**Section 3.** The Union at the national level will provide 60 day written notice to the Employer at the corporate level that the need for LWOP granted under Section 1 of this Article has ended. In this instance, the procedures contained in Section 2 of this Article will apply.

**Section 4.** An employee who is placed on LWOP while acting in an official capacity on behalf of the Union shall be entitled to continuation of seniority and benefit plan(s) to the extent allowed and at no cost to the Employer.

## **ARTICLE 4 EMPLOYEE RIGHTS**

**Section 1.** The Parties recognize employee rights as stated at Section 7 of the National Labor Relations Act and reprinted below:

“Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any and all such activities . . . .”

**Section 2.** The Employer shall not assist a creditor or process server in any manner because of an occasional debt complaint, except as required by law.

**Section 3.** Radios, televisions, electronic devices, magazines and publications will be permitted in non-work areas designated by the Facility Manager for use at non-work times. Under no conditions will radios, televisions or electronic devices be allowed in the tower cab except where required and used in performance of work and where specifically directed by the Company. While assigned to a position of operation, reading materials will be limited to that necessary for the operation of the position. No pornographic material of any type shall be permitted in the facility at any time.

**Section 4.** Any bargaining unit employee required by the Employer to attend any training or meeting shall receive pay and, if such required attendance is at a location other than the facility where the bargaining unit employee is required to report for work, shall receive lodging, travel and per diem allowance as determined by the Employer.

**Section 5.** An employee's off-the job conduct shall not result in disciplinary action, unless such conduct hampers his/her effectiveness as an employee or affects the public's confidence in the Employer.

**Section 6.** The Parties covered by the Agreement shall have the protection of all rights to which they are entitled under the Constitution of the United States.

**Section 7.** The Employer shall not be held responsible where removal from service or termination of a bargaining unit employee is a direct result of action required by the FAA or the entity with which the Employer contracts for the provision of air traffic control service at the facility where the Union is the exclusive bargaining agent of employees provided that the Employer did not engage in any improper conduct or activities in relation to the removal from service or termination. The parties recognize that the decision of removal or termination is within the discretion of the FAA or other contracting entity. In the event the FAA or other contracting entity requires such action(s), the Employer, at the written request of the employee, shall reasonably assist the employee in his or her appeal of the action of the FAA or other contracting

entity. During any such removal or termination, the employee shall not be paid wages or benefits.

## **ARTICLE 5 EMPLOYER RIGHTS**

**Section 1.** Subject to the terms of this Agreement, the right to hire, discipline, suspend or discharge for cause, promote, lay off and recall employees, determine the basic watch schedule and shifts, fill or not fill any shift, assign employees on a temporary basis, promulgate work rules, practices and procedures, and maintain the efficiency of the operation is vested exclusively with the Company.

**Section 2.** The Parties recognize that the management of the Company, the control and regulation of the use of all business equipment and property, the direction of the workforce, the formulation and enforcement of reasonable rules related to the conduct of the business, and the determination of all services, processes and standards required by a contractual customer are vested exclusively with the Company.

**Section 3.** It is not the intent of this Article to limit any of the normal and usual functions of management or the Union or to define all such functions. The Employer retains all rights not specifically limited by the terms of this Agreement.

**Section 4.** The Employer reserves the right to take whatever actions may be necessary to accomplish its mission during emergencies.

## **ARTICLE 6 REPRESENTATION RIGHTS**

**Section 1.** The parties recognize management's right to meet with employee(s) without Union representation and the employee's right to be represented at any meeting with management. If during the course of a meeting, the employee reasonably believes that discipline may result, the employee shall stop and reschedule the meeting following advance notice to the Union and the employee(s), however, the Company may relieve the employee from duty without pay until the meeting between the Union, employee and Company occurs. If the Company does not discipline the employee and the employee returns to work as scheduled, the Company will pay the employee for time missed on account thereof unless otherwise agreed to by the Parties. When it is known in advance that the subject of a meeting is to discuss or investigate a disciplinary or potential disciplinary situation, the Employer shall notify the employee and the Union in advance.

**Section 2.** The Facility Manager will only deal with the Facility Representative concerning matters affecting working conditions, unless otherwise agreed to by the Parties.

**Section 3.** By mutual consent, including that of the employee(s) in the case of Section 1, discussions under this Article may be accomplished by telephone.

## **ARTICLE 7**

## **CHANGES IN WORKING CONDITIONS**

**Section 1.** Whenever the Employer at the corporate level contemplates a change affecting the terms and conditions of all bargaining unit employees, the Employer at the corporate level will notify the Union at the national level and the Union may request bargaining. Changes affecting working conditions at any specific facility will be negotiated at that specific facility.

## **ARTICLE 8 INFORMAL PROBLEM SOLVING**

**Section 1.** The Parties recognize that the traditional methods of dispute resolution (e.g. grievance/arbitration and unfair labor practice charges) are not always the most efficient means of problem resolution. The Parties also recognize that early, open exchange regarding any complaint/problem/concern at the earliest stages reduces the use of and need for traditional and more cumbersome, adversarial dispute resolution procedures. Therefore, the Parties agree to use the provision of this Article to the fullest extent possible before resorting to other avenues of dispute resolution.

**Section 2.** The following procedure shall apply to informal problem solving. Any notification(s) required under the following procedure may be accomplished in person or via telephone, facsimile, U.S. mail or electronic mail.

- a. When a complaint/problem/concern arises, the employee, Union or Employer may notify the other affected Party of the complaint/problem/concern within seven (7) calendar days of the events or discovery of the events giving rise to the complaint/problem/concern and try to resolve the complaint/problem/concern informally by mutual agreement.
- b. If the Parties do not decide on the procedure for informal resolution, the Parties will proceed as follows:
  - i. the complaining Party will notify the other of the complaint/problem/concern and the Parties will meet or conference by telephone for discussion no later than seven (7) calendar days after notice. Those in attendance will include the affected employee, the Union Facility Representative or his/her designee, the Facility Manager or, if the Facility Manager so advises, the Employer's Vice President, Aviation Services or his/her designee.
  - ii. The purpose of the discussion is to allow the employee, the Union and the Employer to freely present, receive and/or exchange information and their views on the situation.
- c. The Parties shall try to resolve the complaint/problem/concern by mutual agreement.

- d. Any agreed to resolution under this Article shall fully resolve the complaint/problem/concern and the Employer may not discipline the employee under Article 10 and neither the Union nor the employee may grieve the action under Article 9, but the informal resolution shall stand. Any document generated in relation to informal problem resolution will not be used as the basis for independent discipline, but may be used to support future discipline as evidence of past conduct, provided the affected employee has been given a copy when it is generated.
- e. In the event the Parties are unable to resolve the issue within seven (7) calendar days of the meeting as described in Section 2.b.i., the employee, Union or the Employer may grieve the issue in accordance with Article 9 of the Agreement.
- f. This Article shall not diminish the Employer's rights to discipline where otherwise appropriate, or the Union's or employee's right to grieve, where otherwise appropriate.

## **ARTICLE 9 GRIEVANCE PROCEDURE**

**Section 1.** A grievance shall be defined as any complaint by a bargaining unit employee or either Party concerning any claimed violation of law or this Agreement or Employer personnel policies or practices affecting conditions of employment.

**Section 2.** This procedure provides the exclusive procedure available to the Parties and the employees in the unit for resolving grievances except as limited or modified by Section 4 of this Article. Any employee(s) or Party may file a grievance under this procedure. Bargaining unit employees and the Parties intend that the joint problem solving procedures of Article 8 shall be used to the fullest extent practicable to resolve problems before moving under this Article 9.

**Section 3.** Employees are entitled to be assisted by the Union in the presentation of grievances. Any employee or group of employees covered by this procedure may present grievances with or without the assistance of the exclusive representative. No other individual(s), other than those designated by the Union, may serve as the employees' representative in the processing of a grievance under this procedure. The right of individual presentation of grievances does not include the right of taking the matter to arbitration unless the Union agrees to do so.

**Section 4.** In the case of grievances concerning disciplinary actions, either Party may elect to utilize the procedures of Section 5, Section 6, or Section 12a.

**Section 5.** Grievance procedure at facility level:

**Step 1.** An aggrieved employee or Party shall submit his/her grievance, in writing, to the Vice President, Aviation Services, Midwest Air Traffic Control Service, 13200 Metcalf Avenue, Suite 110, Overland Park, KS, 66213 or such other address as the Company may notify the Union, within ten (10) calendar days of the event giving rise to the grievance or within ten (10) calendar

days of the time the employee may have been reasonably expected to have learned of the event. The grievance shall be submitted on a grievance form (attached as Exhibit A hereto), and shall contain the name of the grievant, the alleged violation, the corrective action desired, the name of his/her Union representative, the Union Representative designated for receipt of papers relating to the grievance and whether he/she wishes to make an oral presentation. The grievance may be submitted to the Vice President, Aviation Services by facsimile, U. S. mail or electronic mail. For purposes of this Article 9, Section 5, Step 1, the date of the grievance shall be the date of the facsimile, the postmark on the envelope containing the grievance, or the date of the electronic mail. Failure to provide all of the information listed above will result in the grievance being returned for completion. The time limits will continue to run during the period the grievance is returned. If requested, the Vice President, Aviation Services shall, prior to making a decision, afford the employee and/or the Union representative an opportunity to present the grievance orally. The decision shall be delivered to the employee, if proceeding without the Union, or the Union representative, if the Union is proceeding on behalf of the employee within ten (10) calendar days following receipt of the written grievance or within ten (10) calendar days following the presentation, whichever is later. The decision shall be delivered either by certified mail return receipt requested to the employee's address on file with the Company at corporate or personally delivered to the employee, if the employee is proceeding alone, or the Union representative, if the Union is representing the employee. If the grievance is denied, the reasons for denial will be in the written response.

**Step 2.** If the Union is not satisfied with the decision rendered in Step 1, the Union may within ten (10) calendar days following receipt of the decision, advise the Company Vice President, Aviation Services, Midwest Air Traffic Control Service, Inc., 13200 Metcalf Avenue, Suite 110, Overland Park, KS, 66213, that it wishes the matter be reviewed by the appropriate Employer official or his/her designee. The Union will be notified by certified mail return receipt requested or personal delivery on the Union representative within ten (10) calendar days of the Company decision. If the grievance is denied, the reasons for denial will be in the written response. The Union at the national level may, within fifteen (15) calendar days following receipt of the Step 2 decision, notify by certified mail return receipt requested the Company Vice President, Aviation Services that it desires the matter be submitted to arbitration. Within twenty (20) calendar days after receipt of the request, an arbitrator shall be selected from the panel by the Parties by alternately striking names until one (1) remains with the choice of first strike determined by the flip of a coin or as otherwise mutually agreed.

**Section 6.** A national grievance will be designated as such by the Union or Company. If the Union or Company agrees to the designation of national grievance, the resolution of the national grievance will apply to bargaining unit employees at each facility where the Union is the collective bargaining agent of bargaining unit employees as identified on Appendix 1. If the Union or Company disagrees to the designation of national grievance, the issue shall be submitted to the arbitrator for decision along with the underlying grievance.

**Section 7.** The Parties shall create a panel of five (5) mutually acceptable arbitrators. After one (1) year of service on the panel, either Party may unilaterally remove an arbitrator from the panel and another arbitrator shall be mutually selected to fill the vacancy. Arbitrators selected for the panel must agree to hear expedited arbitration cases as provided in Section 12.

**Section 8.** The grievance shall be heard by the arbitrator as promptly as practicable on a date and at a site mutually agreeable to the Parties at or near the facility where the grievance arose. Operational requirements and employee availability permitting, the Parties will adjust the schedules of the grievant(s) and witness(es) to permit them to appear at the arbitration in a non-duty status. The arbitrator shall submit his/her report to the Employer and Union representatives as soon as possible, but in no event later than thirty (30) calendar days following the close of the record before him/her unless the Parties waive this requirement. The decision of the arbitrator is final and binding.

**Section 9.** The arbitrator's fees and expenses incurred under this Article shall be borne equally by the Parties. Neither Party may cancel a scheduled arbitration hearing without the consent of the other Party. In the event either Party cancels a scheduled arbitration hearing without this consent, that Party shall bear the full cost of any cancellation fees. If a verbatim transcript of the hearing is made and either Party desires a copy, that Party will bear the expense of the copy or copies they obtain. If both Parties obtain copies of the transcript, the cost of the Parties' copies will be borne equally by the Parties. The Parties will share equally the cost of the transcript, if any, supplied to the arbitrator. No Party may record the hearing, whether visual or audio or both, without the permission of the other and the decision to withhold permission is not grievable under this Agreement.

**Section 10.** The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s). Questions as to whether or not a grievance is on a matter subject to the grievance procedure in this Agreement or is subject to arbitration shall be submitted to the arbitrator for decision. This provision shall normally be accomplished utilizing the provisions of section 12 of this Article. The arbitrator shall have no authority to add to or subtract any language from this Agreement and the arbitrator shall not have any authority to change any wage rate or benefit provision of this Agreement.

**Section 11.** Failure to meet the time limits contained in this Article unless otherwise agreed to shall cause the grievance to be irrevocably resolved against the Party missing the time limit.

**Section 12.** Expedited arbitration:

a. Either Party at the national or corporate level may request expedited arbitration of a disciplinary action involving loss of pay by notice to the other within ten (10) calendar days following the effective date of the discipline. Within seven (7) calendar days after receipt of the request, an arbitrator shall be selected from the panel by the Parties or by alternately striking names until one (1) remains. An arbitrator unable to hear an expedited arbitration case within fifteen (15) calendar days shall be deemed unavailable and the next arbitrator in turn will be selected, unless otherwise agreed to by the Parties. The hearing shall be conducted as soon as possible at a location at or near the facility where the grievance arose unless otherwise agreed to by the Parties. Either Party may file a written brief and/or request a transcript. Fees and expenses, including transcripts and cancellation fees, will be in accordance with Section 9 of this Article. The arbitrator shall issue a decision as soon as possible in writing with reasons therefore, but not later than fifteen (15) calendar days after

the hearing has been held or exchange of briefs whichever is later unless otherwise agreed to by the Parties.

b. In cases other than actions under Section 12a of this Article, either Party at the national or corporate level may refer a particular grievance to expedited arbitration by notice to the other within ten (10) calendar days following the effective date of the action. Within seven (7) calendar days after receipt of the request, an arbitrator shall be selected from the panel by the Parties or by alternately striking names until one (1) remains. An arbitrator unable to hear an expedited arbitration case within fifteen (15) calendar days shall be deemed unavailable and the next arbitrator in turn will be selected, unless otherwise agreed to by the Parties. The hearing shall be conducted as soon as possible at a location at or near the facility where the grievance arose unless otherwise agreed to by the parties. Either Party may file a written brief and/or request a transcript. Fees and expenses, including transcripts and cancellation fees, will be in accordance with Section 9 of this Article. The arbitrator shall issue a decision as soon as possible, but not later than fifteen (15) days after the hearing has been held. Determinations as to whether expedited arbitration under Section 12b of this Article shall be utilized shall be based upon whether a passage of time precludes a remedy. Disagreements as to whether a grievance is appropriate for expedited procedure under Section 12b of this Article shall be referred to the arbitrator for a decision pursuant to Section 12b of this Article.

**Section 13.** The Parties may, by mutual agreement, stipulate the facts and the issue(s) in a particular case directly to an arbitrator for decision without a formal hearing. Argument will be by written brief.

**Section 14.** In the handling of grievances under this procedure, upon request, the Union shall have access to such information relied upon for action taken by the Employer.

**Section 15.** The Parties reserve their rights to enforce or appeal an arbitrator's decision as provided by law in a court of competent jurisdiction.

## **ARTICLE 10 DISCIPLINARY ACTIONS**

**Section 1.** This Article covers disciplinary actions involving oral warnings, written warnings, written reprimands, suspensions, discharges, removals, and reductions in pay.

**Section 2.** An employee will not be disciplined except for just cause, except as provided for by Article 12, Section 2 of this Agreement. Disciplinary actions must be determined on the merits of each individual case informed by the employee's entire record. Discipline may be imposed at any level, however, in general, disciplinary action shall be progressive. Prior to initiating formal disciplinary action, the Employer shall engage in informal problem solving under Article 8 unless waived by the parties.

**Section 3.** No employee shall be disciplined to the extent of loss of pay or discharged without being advised in writing of the precise charge, or charges, preferred against the employee

leading to such action. This notice shall be presented directly to the employee within ten days from the time the Employer may have reasonably expected to have learned of the event upon which such charge, or charges, is based.

**Section 4.** An employee against whom action is taken under this Article and their Union representative, provided the employee or the Union has provided the Employer with a signed authorization, shall, upon request, have the right to review and obtain copies of documents relied upon by the Employer to support the action.

**Section 5.** Letters of confirmation of discussion shall not be considered disciplinary in nature, but may be used to document future disciplinary actions, provided the employee has been given a copy upon completion. A letter of confirmation of discussion shall be completed as soon as practicable after the event.

**Section 6.** As a general guide, a two-year time frame should be used in determining freshness.

**Section 7.** Any notification made to an employee under this Article shall be accomplished in the following manner:

- a. Personally delivered to the employee and the Union representative by the Facility Manager.
- b. If the employee is not available, the Employer shall deliver notification to the employee and the Union by certified mail, return receipt requested.
- c. By email and:
  - i. If by Company, at the employee's email address stated on the Grievance; and
  - ii. If by the Union or employee, to the Vice President, Aviation Services and the Air Traffic Manager.

## **ARTICLE 11 DUES WITHHOLDING**

**Section 1.** The Employer agrees to deduct Union dues from an employee's wages uniformly and lawfully levied by NATCA and to remit same to NATCA on a monthly basis, not later than the end of the month following the month in which they are withheld, provided that the employee executes the dues withholding form provided by the Union, a copy of which shall be provided to the Employer.

**Section 2.** Any change in the rate or amount of dues levied by the Union shall be put into effect and the deductions made during the calendar month following the calendar month in which the Employer receives notice of the change.

**Section 3.** Any deduction of dues provided for in this Agreement shall be automatically terminated upon separation of an employee from the bargaining unit.

**Section 4.** An employee who has authorized the withholding of Union dues may request revocation of such authorization provided the employee has been on dues withholding for a period of at least one year. Within one (1) month of receipt of a revocation, NATCA will notify the Employer to discontinue withholding of dues from the employee's pay.

## **ARTICLE 12 SENIORITY**

**Section 1.** Seniority is defined as the length of continuous service with the Company commencing from the date of hire, including accrued seniority with the Employer's immediate predecessor contractor at that facility only. In the event that two or more employees share the identical employment date, seniority shall be determined by lottery. There is one (1) seniority list for all employees.

**Section 2.** New employees shall be considered probationary for a period of one hundred twenty (120) days from the date of hire. During such probationary period an employee may be terminated at the discretion of the Company and shall not have access to the grievance and arbitration procedures as defined by this Agreement.

**Section 3.** Any employee covered by this Agreement who experiences a break in service shall lose all seniority rights accrued to the date he or she leaves the service of the Company. If such employee is later re-employed by the Company, seniority shall begin on the date of re-hire. A break in service occurs when the bargaining unit employee:

- a. resigns employment from the Company;
- b. is terminated for any reason;
- c. is on layoff for one (1) year or more; or
- d. is not employed and working for the Company for ninety (90) days unless otherwise agreed to by the Company and the Union in a signed writing.

**Section 4.** Any employee covered by this Agreement who accepts a corporate position outside the bargaining unit shall not accrue bargaining unit seniority while occupying such position. If the employee returns to the bargaining unit, their previous seniority earned will be credited.

**Section 5.** When the requirements of the Company will permit, an employee, upon request, may be granted leave without pay normally not to exceed thirty (30) days without loss of seniority rights.

## **ARTICLE 13 PAY ADMINISTRATION**

**Section 1.** The Employer shall pay employees all wages due on a bi-weekly basis.

**Section 2.** For each pay period, the Employer shall provide each employee with a Leave and Earnings statement that includes, at a minimum, the following information: (1) total wages paid; (2) all deductions, however, upon written request, the Employer will provide an employee with an itemized list of deductions; (3) total regular hours worked and associated wages; (4) total overtime hours worked and associated wages; (5) total hours worked for which non-overtime

differentials and/or premiums were earned and associated wages; and (6) vacation usage and balance.

**Section 3.** Employees will have their wages directly deposited in an account of their choice and will notify the Vice President, Aviation Services in writing and provide all necessary information.

## **ARTICLE 14 WORKING HOURS**

**Section 1.** The work week is defined as Sunday through Saturday.

**Section 2.** Employer agrees not to diminish working hours of bargaining unit employees at the facilities where the Union is the exclusive collective bargaining agent during the life of the Agreement, except as modified by application of Article 36, Section 1 of this Agreement.

**Section 3.** The facility hours of operation are normally determined by the airport authority and/or the Federal Aviation Administration. The number of consecutive hours and days worked by bargaining unit employees shall not exceed those specified by applicable law and regulation.

**Section 4.** The basic watch schedule is defined as the days of the week, hours of the day, and rotation of shifts. The basic watch schedule must satisfy coverage requirements. There will be no split shifts unless otherwise agreed to by the parties. Assignment or reassignment of individual employees to the basic watch schedule are not considered changes to the basic watch schedule.

**Section 5.** The basic watch schedule will be posted at least six (6) months in advance. Assignment to the watch schedule will be by seniority with the controller having the greater seniority having the first choice among controllers. Assignments to the watch schedule shall be posted at least thirty (30) days in advance. Transition from one bid line to another shall not result in overtime pay. The Employer and the Union shall negotiate procedures for employee bidding and assignment to the watch schedule at the local level. The Employer recognizes that changes in individual assignments to the watch schedule are undesirable. Absent unusual circumstances, an employee's shift will not be changed. The Company may change shift assignments for purposes of coverage of absence and the Employer retains the right not to assign shifts caused by absence and to supplement shifts for any reason. An employee's shift will not be changed solely for the purpose of avoiding payment of overtime or other premium pay to which the employee may be entitled.

**Section 6.** The exchange of shifts and/or days off between equally qualified employees is authorized, provided it does not result in overtime or violation of law, regulation or the terms of this Agreement.

## **ARTICLE 15 LAYOFF AND RECALL**

**Section 1.** In the event of a lay-off, employees at the affected facility shall be laid off in reverse order of seniority. Affected employees will receive notification no less than fourteen (14) days prior to the effective date of the lay off or as soon as the Employer receives notice if less than fourteen (14) days.

**Section 2.** An employee affected by a lay-off will have the following options:

- a. accept an offer of employment at another of the Employer's facilities where the Union is the exclusive bargaining agent of the bargaining unit employees and a vacancy exists; or
- b. be placed in a lay-off status.

**Section 3.** Employees in layoff status shall retain their seniority and recall rights to the facility from which they were laid off, based upon their seniority as of the date of their layoff. Employees in layoff status shall be recalled in seniority order with recall rights limited to a period of twelve (12) months.

**Section 4.** Employees will normally be provided fourteen (14) days advance notice of recall, however, in those cases where the Employer cannot due to operational needs, provide fourteen (14) days notice of recall, the Employer will provide notice per its operational needs. The recall process may be expedited by use of a telephone conversation to inform the Employee of recall and the Employer of intent to return to duty. Notice of recall will be confirmed in writing by the Employer. Such confirmation will be by certified mail, return receipt requested to the employee's last address on file with the Company at corporate or by personal delivery to the employee.

**Section 5.** Eligible employees who are laid off shall be paid all accrued and unused vacation at the rate of pay at which earned.

**Section 6.** Employees shall be responsible for providing the Company with their current address and telephone numbers. The Company point of contact for the provision of data under this section shall be the Vice President, Aviation Services.

## **ARTICLE 16 HOLIDAYS**

**Section 1.** Legal holidays are those specified at the Department of Labor wage determination incorporated into the contract between the Company and the contracting authority applicable only to the facility(ies) subject to that contract.

**Section 2.** In the event a holiday falls on a full time or eligible part time employee's regularly scheduled day off, the holiday will be observed on the next calendar day which the employee is scheduled to work, however, holiday pay will be included in the paycheck immediately following the pay period in which the actual holiday fell.

**Section 3.** Employees requesting time off for a holiday or day in lieu of a holiday will be selected by seniority prior to publishing shift assignments to the watch schedule. If requested time off is denied, and later becomes available, it will be made available on a seniority basis.

## **ARTICLE 17 VACANCIES**

**Section 1.** Employees desiring to transfer to another facility where NATCA is the exclusive

bargaining agent of bargaining unit employees as stated at Appendix 1 shall submit their request in writing to the Vice President, Aviation Services. The Vice President, Aviation Services will maintain the transfer request for one (1) year.

**Section 2.** In filling controller vacancies at facilities where NATCA is the exclusive bargaining agent, employees with a transfer request on file for the longest period of time under one (1) year will receive priority consideration over new hires. An employee must have at least one (1) year of service at a facility before being eligible for transfer. The Employer will place the selected employee in the new position as soon as it is reasonably practicable to do so.

**Section 3.** Employees may telephone or write the Vice President, Aviation Services regarding information of current or pending vacancies.

**Section 4.** If the Employer elects to transfer a bargaining unit employee to fill a vacancy and there are two (2) equally qualified employees who have applied for a transfer to the same facility, unless unusual circumstances exist, the most senior employee will be offered the transfer.

## **ARTICLE 18 NO STRIKE**

**Section 1.** During the terms of this Agreement, including any renewal or extension thereof, the Union shall not engage in any strike, including any primary or secondary strike, and will not interfere with or obstruct provision of air traffic services offered by the Company.

## **ARTICLE 19 TRAINING**

**Section 1.** The Parties agree that the Employer determines individual training methods and needs. Employees will be given the opportunity to receive training in a fair and equitable manner.

**Section 2.** The Union will be given the opportunity to comment on the formulation of proficiency and developmental training programs and will provide such comment(s) to the Company corporate office. Individual applications of such programs are not subject to Union comment.

**Section 3.** If an employee's developmental training is interrupted for thirty (30) days or more, the employee shall be granted sufficient training time to attain the level of proficiency the employee had at the time of the interruption, prior to the resumption of the remaining allotted training time. The employee's evaluations and/or training reports shall be used by the Employer to determine when the employee's former level of proficiency has been re-attained.

**Section 4.** Remedial training shall only be administered to correct documented deficiencies in an employee's performance. When an employee is to be given remedial training, the employee shall be notified of the specific subject areas to be covered and the reasons for the training. The training shall be confined to those specific areas. Only these specific subject areas shall be

entered into the training record.

**Section 5.** Employer required training normally should take place during the employee's normal duty hours. When operational requirements do not permit, the employee shall receive, when appropriate, overtime pay and other premium pay to which the employee would be entitled. Employer required non-operational training will not be conducted while an employee is assigned to an operational position.

**Section 6.** Employer required training away from the facility shall entitle the employee to premium pay entitlements, travel, lodging and expenses incurred, and any other compensation the employee would be entitled for time spent in such training.

**Section 7.** Operational requirements permitting, the Employer will allow employees duty time to visit other ATC facilities to familiarize employees with the operations of other facilities.

## **ARTICLE 20 OPERATIONAL ERROR/DEVIATION**

**Section 1.** Employees believed to be involved in an operational error/deviation (OE/OD) shall be relieved from position as soon as operationally possible when the occurrence of an operational error/deviation is known or suspected. If the Employer determines that an OE/OD may have occurred and any bargaining unit employee is to be interviewed, the facility Union representative or his or her designee may be present at no cost to the Company. In the event of any operational error/deviation, the facility Union representative or designee shall be promptly notified.

**Section 2.** The employee and his or her Union representative shall be permitted to review relevant recordings available within the facility before the employee submits a final statement concerning an operational error/deviation.

**Section 3.** Any action taken against any employee because of any operational error/deviation will be accomplished in accordance with FAA Order 7210.56A, FAA Order 3120.4 and other appropriate regulation. Upon request, the employee shall have the right to review the information used by the Employer's determination for such action, and obtain copies of same.

## **ARTICLE 21 INJURY COMPENSATION**

**Section 1.** The Employer and employees agree to comply with applicable workers' compensation laws and regulations. The employee must report any covered work-related injury. The Employer, upon knowledge of an employee's work-related injury and claim under the applicable workers' compensation act, shall advise the employee of the right to file a claim for benefits and shall provide workers' compensation claim forms when necessary.

## **ARTICLE 22 EMPLOYEE RECERTIFICATION**

**Section 1.** An employee who is operationally decertified and assigned to a training and/or

recertification program in accordance with FAA Order 7210.3, FAA Order 3120.4, and other appropriate regulation or policy, will be given written notice within seven (7) days of the specific reasons for the action, unless otherwise waived by the parties.

**Section 2.** The employee and the Union representative shall have an opportunity to review the information used in making the determination to place the employee in a training and/or recertification program, and to discuss the reasons for making the determination. Upon request, the employee shall have a copy of same.

**Section 3.** When an employee is to be given remedial training, such training shall be in accordance with Article 19 of this Agreement. If remedial training is the result of decertification, the employee will be notified in writing of the skill level required for recertification on each position of operation, as appropriate, unless waived by the parties.

**Section 4.** If training is to be provided before or during recertification, it shall be individually developed and shall only be administered to correct identified deficiencies and shall normally be scheduled during the employees' normal duty hours. If necessary, the Employer may adjust the employee's schedule to allow the employee to recertify as soon as possible.

## **ARTICLE 23 POSITION DESCRIPTIONS**

**Section 1.** The Employer shall provide each bargaining unit employee a position description which reflects the duties of the employee's position at the facility.

**Section 2.** Duties assigned to an employee shall bear a reasonable relationship to the employee's official position description.

## **ARTICLE 24 EMPLOYEE ASSISTANCE PROGRAM**

**Section 1.** The Employer shall continue to provide the Employee Assistance Program for bargaining unit employees. The purpose of the program is to assist employees with personal problems.

**Section 2.** Participation in the Employee Assistance Program shall be voluntary.

**Section 3.** The Employer shall implement a reasonable program of initial training for bargaining unit employees.

## **ARTICLE 25 OVERTIME**

**Section 1.** Overtime will be paid in accordance with Department of Labor regulations and other applicable laws. The rate of overtime for work performed in excess of forty (40) hours in any one (1) work week shall be one point five (1.5) times the employee's regular rate of pay.

**Section 2.** The parties at the facility will negotiate equal distribution of overtime.

## **ARTICLE 26 MEDICAL QUALIFICATIONS**

**Section 1.** A Class II medical certificate, at the employee's expense, is required for initial employment pursuant to Federal Aviation Administration rules and regulations. The Employer will pay for required subsequent routine annual Class II physical examinations and the employee will provide the Employer a copy of the current Class II medical certificate along with a copy of the statement for reimbursement. Class II examinations are only authorized by a certified Aviation Medical Examiner (AME).

**Section 2.** To the extent feasible, all routine medical examinations required by FAA rules and regulations shall be scheduled on duty time, unless an employee requests otherwise. Any subsequent, non-routine testing or examination(s) required to obtain a Class II Medical certificate shall be on non-duty time. The manager and employee shall coordinate to ensure a Class II Medical Examination is scheduled prior to the last day of the month in which an employee's medical certificate expires.

**Section 3.** Employees shall not perform air traffic control duties beyond the last day of the month in which their medical certificate expires unless the clearance is extended by special consideration of the appropriate certifying official.

**Section 4.** An employee who is medically disqualified may appeal such a determination in accordance with applicable laws, rules and regulations. An eligible employee will be authorized the usage of all leave accumulated and accrued during the appeal process. If the appeal is successful, before a new employee is hired the Employer will offer the employee the first available controller vacancy at a facility where the Union is the exclusive bargaining agent for bargaining unit employees for which qualified.

**Section 5.** In the event an employee is medically decertified on a temporary basis, the Employer, in its discretion, may allow the employee to work administrative duties until such time the employee can medically recertify.

**Section 6.** Any employee must immediately notify the Company if his or her Class II Medical Certificate has been revoked or suspended or is otherwise no longer current and valid.

## **ARTICLE 27 MEAL PERIODS AND BREAKS**

**Section 1.** Breaks are defined as a period of time during which no duties are assigned to an employee.

**Section 2.** On each shift, operational requirements permitting, the Employer shall provide for a break away from operational position for meals. To the extent practicable, meal periods will occur at or around the mid point of an employee's shift.

**Section 3.** On each shift, operational requirements permitting, the Employer will provide employees relief breaks during the first and second part of an employee's shift. Such relief breaks shall be in addition to the meal break described in Section 2 of this Article 27.

## **ARTICLE 28 PERSONAL PROPERTY REPLACEMENT**

**Section 1.** Should any personal property (clothing, watch, glasses, etc.) belonging to an employee become damaged or destroyed as a result of the Employer and through no personal fault of the employee while the employee is performing assigned duties, the Employer will assist the employee in filing a claim for reimbursement/replacement with the appropriate authority.

**Section 2.** Should reimbursement/replacement as provided by Section 1 not be covered, the Employer will reimburse an employee for the actual cost of the property damaged or destroyed not to exceed one hundred dollars (\$100.00). This Section does not apply to damage caused by acts of God.

## **ARTICLE 29 CRITICAL INCIDENT STRESS DEBRIEFING (CISD)**

**Section 1.** To the extent practicable, the Employer will proactively manage the common disruptive physical, mental, and emotional factors that an employee may experience while on-duty, after a critical incident, (i.e., accidents/incidents, such as an aviation disaster with loss of life, the work-related death of a co-worker, acts of terrorism, exposure to toxic materials, prolonged rescue or recovery operations, and natural disasters such as earthquakes and hurricanes). Upon request, an employee involved in or witnessing a critical incident shall be relieved from operational duties as soon as feasible.

**Section 2.** The use of the EAP services will be provided in accordance with the provisions of Article 24 of this Agreement.

**Section 3.** Whenever possible, an educational briefing regarding critical incident stress will be offered to all employees at an affected facility.

## **ARTICLE 30 UNION PUBLICATIONS AND USE OF EMPLOYER'S FACILITIES**

**Section 1.** The Employer where feasible will provide necessary space at the facility where bargaining unit employees are employed, in a non-work area, for a Union furnished bulletin board for the posting of Union materials. The content of any material placed on the Union bulletin board shall not be restricted, censored, altered or removed by the Employer. The posting of scurrilous or inflammatory material is prohibited.

**Section 2.** The Union is authorized to conduct Union business in the Employer's facilities where bargaining unit members are employed in non-work areas and during non-working time of any employee participating in the Union business. It is understood that the tower cab is a work area.

**Section 3.** The Union may distribute materials to employees in the Employer's facilities in non-working areas during non-working times. Where feasible, the Union may place a file cabinet in an Employer's facility where bargaining unit members are employed. The location of the file

cabinet will be by mutual agreement of the facility Union Representative and the Facility Manager.

**Section 4.** The Union may place a Union reading binder in each facility in a non-work area where bargaining unit employees are employed to communicate with and inform the employees. The Employer shall not censor, restrict, alter, destroy or remove items from the Union reading binder. The binder shall be strictly limited to official Union business.

**Section 5.** The Facility Representative may send and receive mail through the Employer's address at no expense to the Employer and the Employer is not responsible for any such mail.

**Section 6.** The Facility Manager and Facility Representative shall meet to determine how to provide, and the Company will provide, bargaining unit employees with a suitable place for mail in each facility where bargaining unit members are employed. The Union may place materials for bargaining unit employees in such places.

**Section 7.** The Facility Manager, upon the Facility Representative's request, may provide space for Union meetings as space and scheduling permit provided such meetings are limited to Union official(s) and bargaining unit employees of the specific facility where the meetings may be held.

**Section 8.** The Employer will make every effort, where available, to provide for the use of personal lockers to bargaining unit members if already otherwise available.

## **ARTICLE 31 CONTROLLER PERFORMANCE**

**Section 1.** The Parties recognize that each employee is responsible for ensuring that their performance conforms to established standards.

**Section 2.** In the event a Facility Manager relieves an employee from the employee's operational position because of alleged unacceptable performance of duty, the Facility Manager shall provide, upon request of the employee, a written explanation of reason(s) for the action as soon as practicable but no more than seven (7) days. The written explanation is not a notice of proposed action, disciplinary or otherwise.

## **ARTICLE 32 PARKING**

**Section 1.** The Parties recognize that parking is normally under the control of the Airport Manager or the FAA. If, however, parking comes under the Employer's control, the Employer will make reasonable efforts to provide safe and appropriately lighted, adequate parking as close to the facility as possible, at no cost to the Employee and at no cost to the Employer. When parking is not under the control of the Employer, the Employer will make reasonable efforts to obtain parking for employees as close to the facility as possible.

**ARTICLE 33**  
**AIR TRAFFIC CONTROL FACILITY EVALUATIONS**

**Section 1.** The Union recognizes the right of the Federal Aviation Administration ("FAA") to conduct periodic Air Traffic Control Facility evaluations and follow-ups in accordance with the FAA's rules, regulations and procedures.

**Section 2.** The Employer shall provide the Facility Representative with a copy of the final report of an evaluation and/or follow-up. The Facility Representative will assist the Facility Manager in remedying any deficient area identified in the evaluation.

**Section 3.** Bargaining unit employees will participate in internal evaluations of the Company at the facility where employed in an on-duty status.

**ARTICLE 34**  
**VACATION AND PERSONAL DAYS**

**Section 1.** Vacation shall be as provided in the following schedule:

<u>Years of Service</u>	<u>Vacation</u>
After one (1) year of service	Two (2) weeks
After five (5) years of service	Three (3) weeks
After fifteen (15) years of service	Four (4) weeks

There is no monthly or daily accrual of vacation. In calculating years of service, continuous employment with the predecessor employer at the site where the employee is employed at the time Midwest took over operation of the site will be counted as years of service for purposes of vacation only.

**Section 2.** Vacation benefits are intended as compensated time away from work. Vacation in excess of the maximum carryover allotment of one hundred and sixty (160) hours must be used within the ninety (90) days immediately following their anniversary date or it is lost. If circumstances prohibit an employee from taking vacation (such as staffing or other unique events), alternate arrangements may be made with the Company corporate offices to ensure the integrity of the employee's vacation benefits. Alternate arrangements will be considered on a case-by-case basis and always require Corporate approval.

**Section 3.** Accrued and unused vacation, less deductions, will only be paid on separation of employment or termination of the contract between the Employer and the FAA or other contracting entity, except as otherwise stated in this Agreement.

**Section 4.** To the extent operationally feasible, employees will have the opportunity to take at least two (2) consecutive weeks of vacation leave during the year by seniority.

**Section 5.** The Facility Manager and the Facility Representative will cooperate for the purpose of permitting employees to take vacation leave of their choice. Employees must make their request for vacation leave at least thirty (30) days before the monthly watch schedule is posted otherwise, vacation leave will be on a first come first serve basis. In the event of a conflict between vacation leave requests, seniority shall prevail.

**Section 6.** Vacation may be taken by the full hour only. Employees requesting to take vacation in an increment of a single shift will be charged eight (8) hours of vacation or vacation equal to the length of the entire shift whichever is greater. Employees requesting to take vacation in increments of less than a single shift will be charged vacation for the actual vacation hours taken.

**Section 7.** Employees with accrued and unused vacation in excess of the one hundred and sixty (160) hours permissible carry over as stated at Article 34, Section 2 at the ratification of this Agreement shall have one (1) year to take vacation to eliminate such excess. Employees who do not eliminate such excess within one (1) year of the ratification of this Agreement shall be paid for such excess only.

**Section 8.** The Employer agrees to provide two (2) Personal Days for employee personal use each calendar year. Two (2) Personal Days will be added to the employee's leave balance during the first pay period of the calendar year. Personal Days are not carried over from year to year. Employees must use their Personal Days by the end of the calendar year or they are lost. Personal Days may be used in accordance with the procedures which employees use to request vacation under Article 34 of the Agreement. In addition, Personal Days may be used for employee personal emergencies, where the employee provides reasonable notice to management and receives management approval. Management shall endeavor to grant Personal Days requested in emergency circumstances to the extent operationally feasible.

## **ARTICLE 35 HEALTH AND WELFARE**

**Section 1.** Unless a bargaining unit employee did not elect to participate in the Company's benefit plan ("Plan") under the terms of Section 1 of Article 35 of the Collective Bargaining Agreement (March 2002) between the parties or is exempted by the terms of the Plan, all employees will be required to participate in the Plan including the major medical benefit.

## **ARTICLE 36 PROTECTIVE PROVISION**

**Section 1.** The Parties recognize that events beyond their control may affect the general terms and conditions of employment specified in this Agreement. One example of such an event would be modification and/or termination of the contract under which one (1) or more facilities covered by this Agreement are operated. In the event such a modification/termination becomes imminent, the parties shall promptly meet to negotiate its impact and the application of Article 14, Section 2 of this Agreement will be adjusted accordingly.

**Section 2.** In the event another contractor replaces the Employer, this Agreement will terminate simultaneously with such event at the facility or facilities affected.

## **ARTICLE 37 WAGES**

**Section 1.** The wage rate shall be the wage determination of the classification Air Traffic Controller Terminal published by the Department of Labor as may be modified from time to time and incorporated into the contract between the Company and the contracting entity for provision of air traffic control service at the facility where the employee is employed.

## **ARTICLE 38 GENERAL PROVISIONS**

**Section 1.** Members of the bargaining unit shall groom and attire themselves in a neat, clean manner which will not erode public confidence in the professionalism of the air traffic controller work force.

**Section 2.** The Employer shall not conduct written surveys of bargaining unit employees without providing the Union an opportunity to review and comment on the questions and related issues. Any survey conducted of bargaining unit personnel on site shall be on duty time. Surveys mailed to employees shall not be on duty time. Participation in surveys by bargaining unit employees shall be mandatory. The Employer cannot guarantee the anonymity of handwritten employee comments; therefore, employees shall have reasonable access to a typewriter, if available, for preparation of survey comments, if prepared on site.

**Section 3.** Bargaining unit employees will be subject to substance testing in accordance with Department of Transportation (DOT) and Federal Aviation Administration (FAA) regulations as specified in the Midwest/FAA contract.

**Section 4.** For advanced Employer-approved aviation/transportation related courses, an employee will be reimbursed for tuition not to exceed two hundred fifty dollars (\$250.00) per year. The employee shall provide evidence of successful completion of the course work. Reimbursement for the cost of books and/or supplies is not allowed.

**Section 5.** There shall be maintained no more than one (1) official personnel file for each employee. Upon written request to the corporate office Vice President, Aviation Services, an employee shall be provided a copy of the official personnel file, excluding the initial hiring package, at no cost to the employee. Unless unusual circumstances exist, the entitlement to this request is limited to once per year. It is understood that an employee who travels to the city where the corporate office is located shall be permitted to review the official personnel file and may reproduce any and all information contained therein. If an employee believes there is a discrepancy in the material contained in the official personnel file, the employee may submit comments and/or recommended corrections which shall be included in the file. Any material determined to be incorrect will be removed from the employee's official personnel file.

**Section 6.** The Union and the Employer each acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Further, this Agreement shall not be amended, changed, altered or qualified except as specifically provided for in this Agreement or by a written agreement signed by the parties.

## **ARTICLE 39 EFFECT OF THE AGREEMENT**

**Section 1.** Any provision of this Agreement shall be determined a valid exception to, and shall supersede any Employer rules, regulations, orders and practices which conflict with this Agreement. Any changes thereto will be in accordance with Article 7 of this Agreement.

**Section 2.** The status of this Agreement and the Union's recognition will be governed by applicable law.

## **ARTICLE 40 UNION SECURITY**

**Section 1.** All employees on the active payroll as of the effective date of this Agreement, who are members of the Union, in a state where state law does not prohibit such an arrangement, shall maintain their membership in the Union in good standing as a condition of employment.

**Section 2.** All employees on the active payroll as of the effective date of this Agreement, who are not members of the Union, in a state where state law does not prohibit such an arrangement, shall become members of the Union thirty (30) days after the effective date of this Agreement and shall maintain their membership in the Union in good standing as condition of employment. The employer agrees to provide the Union with a roster of bargaining unit employees on a quarterly basis.

**Section 3.** All employees hired or transferred to a NATCA-represented facility after the effective date of this Agreement shall become members of the Union no later than sixty (60) days following the beginning of such employment or transfer and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment unless employed in a state where state law prohibit such arrangements.

**Section 4.** For purposes of this Article, an employee shall be considered a member of the Union in good standing if she/he tenders his/her period dues and initiation fee as follows: Union membership is required to the extent that the employees must pay (i) the Union's initiation fees and periodic dues, or (ii) service fees which in the case of a regular service fee payer shall be equal to the Union's initiation fees and periodic dues, or (iii) in the case of an objecting service fee payer shall be the proportion of the initiation fees and dues corresponding to the proportion of the Union's total expenditures that support representational activities.

**Section 5.** If an employee has failed to maintain membership in good standing as required by this Article, the Employer shall, within thirty (30) days following the receipt of a written demand from the Union requesting the discharge of said employee, discharge said employee unless within the thirty (30) days the Union advises the Employer in writing that the employee is reinstated to membership in good standing, except that if the Union demands multiple terminations within any thirty (30) day period under this Article 40 section 5, Midwest shall only be required to terminate one (1) employee at a time as provided herein and the parties shall negotiate a mutually acceptable discharge/replacement plan for the remaining termination(s) demanded by the Union to ensure continuity of service. .

## ARTICLE 41 DURATION

**Section 1.** This Agreement is subject to the approval of the Union's President, the Company's President and Chief Executive Officer, and bargaining unit member ratification. This Agreement shall remain in effect for sixty (60) months from the date of ratification and shall be automatically renewed for additional periods of one (1) year unless either Party gives written notice to the other of its desire to amend or terminate this Agreement unless otherwise terminated as stated in this Agreement. The written notice must be given not more than one hundred twenty (120) calendar days or less than sixty (60) calendar days preceding the expiration date of this Agreement. If negotiations of a new Agreement are not completed prior to the expiration date of this Agreement, this Agreement shall remain in full force and effect until a new agreement is reached.

**Section 2.** If any part of this Agreement is, or is hereafter found to be, in contravention of the laws or regulations of the United States or of any state having jurisdiction, such parts shall be superseded by the appropriate provisions of such law or regulation so as the same is in effect, but all other provisions of this Agreement shall continue in full force and effect. Upon any such determination being made, the Employer and the Union will promptly negotiate and endeavor to reach an agreement upon a suitable substitute therefore.

For the Union

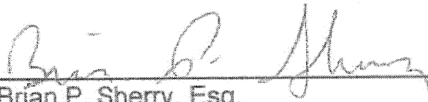


Robert D. Taylor  
Director of Contract Administration and  
Training

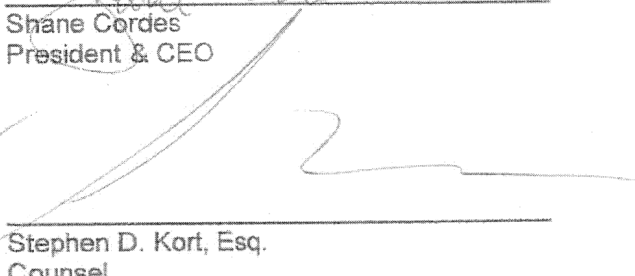
For the Company



Shane Cordes  
President & CEO



Brian P. Sherry, Esq.  
Labor Relations Staff Representative

  
Stephen D. Kort, Esq.  
Counsel

## **APPENDIX 1**

NATCA is the collective bargaining agent certified by the National Labor Relations Board (NLRB) for bargaining unit employees employed by Midwest at:

Mosinee, WI (CWA)  
Kenosha, WI (ENW)  
Marion, IL (MWA)  
Alton, IL (ALN)  
Barnes MA (BAF)  
Hyannis MA (HYA)  
Ithaca NY (ITH)  
Worcester MA (ORH)  
Latrobe PA (LBE)  
Stewart NY (SWF)  
Bridgeport (Stratford) CT (BDR)  
Capital City (Harrisburg) PA (CXY)  
Lebanon Tower NH (LEB)  
Middle River, MD (MTN)

APPENDIX 2  
**NLRB CERTIFICATIONS**

**EXHIBIT A**  
**A GRIEVANCE FORM**

Grievance # \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Name of Grievant: \_\_\_\_\_

Grievant's email: \_\_\_\_\_

Facility Representative's email: \_\_\_\_\_

The Alleged Violation:

Corrective Action Desired:

I do/do not wish to make an oral presentation (circle one)

Union Representative: \_\_\_\_\_

Union Representative designated for receipt of papers with street address:

\_\_\_\_\_  
Grievant's Signature

Section 5 Step 1 Response:

For the Company	Date
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Section 5 Step 2 Appeal:

For the Employee	Date
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Section 5 Step 2 Response:

For the Company	Date
-----------------	------

Forward to Arbitration:

For the Company	Date
-----------------	------

For the Union	Date
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